

No. X06-UWY-CV15-6050025-S	:	SUPERIOR COURT
	:	
DONNA L. SOTO, ADMINISTRATRIX OF	:	COMPLEX LITIGATION DOCKET
THE ESTATE OF VICTORIA L. SOTO, ET AL.	:	
	:	AT WATERBURY
V.	:	
	:	
BUSHMASTER FIREARMS	:	
INTERNATIONAL, LLC, ET AL.	:	

AFFIDAVIT OF ANDREW A. LOTHSON

1. I am a partner at Swanson, Martin & Bell, LLP and represent Defendants Remington Arms Company, LLC and Remington Outdoor Company, Inc. (collectively, “Remington”) in the above-captioned action.

2. I submit this affidavit in support of Remington’s Response to Plaintiffs’ Motion to Compel filed on July 6, 2021 (Entry No. 326). In connection with my representation of Remington, I have had responsibility for assisting in collecting and reviewing documents produced by Remington. The information below is based on my personal knowledge as well as my knowledge of the processes and protocols employed by the team and the analysis generated by the team regarding Remington’s document production.

Discovery in 2016 and Entry of the ESI Protocol as a Court Order

3. Shortly after this case was remanded from the United States District Court in October 2015, Remington (and the other originally named defendants) filed motions to dismiss. On April 14, 2016, the court denied Remington’s motion to dismiss, which, from a practical standpoint, opened discovery. On May 16, 2016, Remington filed its objections and initial responses to Plaintiffs’ First Set of Requests for Production.

4. In 2016, Remington's counsel worked with Remington to identify key witnesses and collect documents (in both paper and electronic form) that were potentially responsive to Plaintiffs' First Set of Requests for Production. Remington counsel's investigation included numerous telephone conferences with current and former Remington employees with marketing responsibilities, as well as personal meetings with Remington's in-house attorneys and persons in Remington's marketing department.

5. In June of 2016, the parties engaged in the first of several meet and confer conferences to discuss Plaintiffs' First and Second Requests for Production of Documents, Remington's objections to the requests, and reach agreements on documents to be produced. On June 5, 2016, Plaintiffs' attorney Sterling summarized a June 2, 2016 meet and confer conference in an e-mail to Remington's counsel. (Exhibit A.) With respect to Plaintiffs' First Request for Production No. 17 (hereafter "RFP 17"), attorney Sterling wrote, "We clarified that this Request refers only to documents within Remington's possession and control and does not require them to do research. Remington still claims the RFP is overbroad and unduly burdensome. It may be that the burden on Remington can be addressed or reduced by an agreement on search terms, which we would reach in the context of a discussion of the [ESI] Production Protocol. We will therefore defer discussion of this RFP to our discussion regarding the Protocol."

6. As part of the agreements reached, Plaintiffs served a revised set of the First Set of Requests for Production, to which Remington responded on July 29, 2016. (Entry No. 216.) Per the agreements reached on June 2, RFP 17 was left out of the revised set of the First Set of Requests for Production altogether because Plaintiffs had decided to "defer discussion of this RFP" RFP 17, before later revisions by Plaintiffs' counsel, requested "Any statements,

documents, and/or communications concerning the December 14, 2012 mass shooting at Sandy Hook Elementary School and/or concerning the events which are the subject matter of the Complaint.”

7. In June 2016, the parties began to negotiate an agreement regarding production of electronically stored information (“ESI”). Over the course of the next three months, the parties’ counsel negotiated and agreed on the terms of a protocol governing the production of ESI (the “ESI Protocol”). (Entry No. 230.00.) The participants in those negotiations were Joshua Koskoff, Alinor Sterling, and their consultant, Doug Forrest of the ILS eDiscovery Analytics Group, for Plaintiffs, and James Vogts and me for Remington. Remington’s counsel also engaged an outside ESI consultant to assist in Remington’s production of ESI in accordance with the ESI protocol.

8. The Court entered the ESI Protocol as an Order on August 30, 2016. (Entry No. 230.10.)

Remington’s Selection of Custodians and Search Terms

9. Remington’s counsel began collecting ESI during the summer of 2016 before the parties reached agreement on an ESI protocol and the Court entered the ESI Protocol as an Order on August 30, 2016. (Entry No. 230.10.)

10. Plaintiffs’ counsel did not discuss RFP 17 with Remington at any time in 2016 after June, including during the many telephone conferences regarding the terms the ESI Protocol. Beyond the information specifically identified and disclosed in the protocol itself, the ESI Protocol does not specify the methodologies to be used by either party to collect, identify and review responsive ESI in this action, and it does not require disclosure of search terms or the

custodians to be searched. The ESI Protocol does, however, require the disclosure of custodians' identities (where available) as part of the metadata production fields related to ESI produced.

11. After the ESI Protocol was entered as a Court Order on August 30, 2016, I contacted Plaintiffs' counsel about search terms on multiple occasions, including by e-mails to Plaintiffs' counsel on September 6, 2016 and September 21, 2016.

12. I received a response to my September 21, 2016 e-mail from attorney Sterling stating she would be "in touch as soon as I can discuss this with" with her co-counsel. I did not hear back from Plaintiffs' counsel regarding search terms in 2016.

13. After the entry of the Court Order reflecting the ESI Protocol on August 30, 2016, Remington's counsel and its ESI consultant finalized the process to collect, search, and produce ESI, including the identification of custodians and use of search terms to gather ESI potentially responsive to Plaintiffs' document requests for the 2006 to 2012 time-period. This process was under way and was then halted when this Court granted Remington's Motion to Strike on October 2016. Three years of appeals ensued. Remington's first bankruptcy was filed in 2018 during the appellate process.

14. In December 2019, after the case returned to the trial court from the Connecticut Supreme Court, which had issued a stay of all proceedings pending resolution of Remington's petition for certiorari to the Supreme Court of the United States, discovery began again, including Remington's counsel's collection and review of ESI.

15. Remington's process for searching for ESI responsive to Plaintiffs' document requests was to: (1) identify key custodians (current or former employees) who, based on counsel's investigation, were reasonably likely to have information relevant to Plaintiffs' allegations and responsive to Plaintiffs' discovery requests; (2) collect and transfer potentially

responsive data to Remington's counsel and its ESI consultant; (3) process and cull each custodian's data using Boolean searches (*i.e.*, search terms and connectors) to locate data that would potentially be responsive to specific discovery requests, and then (4) review each custodian's culled data by Remington's counsel to make determinations on a document by document basis as to responsiveness, confidentiality, and privilege. After review by Remington's counsel and pursuant to their instructions, the ESI consultant then prepared a production set for a particular custodian's (or set of custodians') documents, including e-mails that were responsive to Plaintiffs' discovery requests.

16. Remington's counsel, in consultation with its ESI consultant, crafted a set of search terms to target potentially responsive material based on the Plaintiffs' document requests and allegations in the complaint, including the wrongful marketing claim advanced by Plaintiffs. For example, the terms were designed to search for key phrases from the marketing campaigns identified in Plaintiffs' complaint, such as the "man card" campaign. Remington also included several terms designed specifically to return documents and communications with Remington's outside advertising agencies, including Brothers & Co. and RSM, regarding marketing campaigns for products identified in Plaintiffs' allegations, such as the AR-15, XM-15, and MSR, as well as Remington's own internal documents regarding the marketing of those products.

17. Attached as Exhibit B is a complete list of the 98 search terms used for all discovery requests to identify potentially responsive data for review by Remington's counsel.

Remington's Document Productions

18. Plaintiffs initially agreed that Remington's production of documents would be limited to the time-period from 2006 to 2012. In July and August 2016, even before the entry of

the ESI Protocol, in a showing of good faith, Remington made an initial document production of over 3,500 pages of documents to Plaintiffs.

19. Discovery efforts were suspended in late October 2016 when the Court granted Remington's Motion to Strike the First Amended Complaint and Plaintiffs thereafter appealed the Court's decision.

20. After the case was remanded from the Connecticut Supreme Court in November 2019, Remington resumed its efforts under the ESI Protocol to identify and produce responsive documents.

21. During a telephone conference on January 31, 2020, Remington's counsel informed Plaintiffs' counsel that Remington intended to make rolling ESI productions under the ESI Protocol over the ensuing months. During the telephone conference, Plaintiffs' counsel did not raise any issues concerning the rolling production or question Remington's counsel on the process for collecting and producing ESI. Plaintiffs' counsel also did not identify potential custodians (*i.e.*, current or former employees) whose ESI they would like searched or seek to learn the identity of the custodians Remington's counsel had selected. During the telephone conference, Plaintiffs' counsel also did not ask what search terms Remington was using to search custodians' documents, or suggest search terms they would like Remington to use. The participants on the January 31, 2020 telephone conference included Joshua Koskoff and Alinor Sterling for Plaintiffs and James Vogts, Jeffrey Mueller, and me for Remington.

22. On March 4, 2020, Remington made its second production of documents in accordance with the ESI Protocol. Remington's second production included approximately 6,200 pages of documents (including ESI) that supplemented the over 3,500 pages of documents produced to Plaintiffs in 2016. Among other records responsive to Plaintiffs' document requests,

Remington's production in March 2020 included Bushmaster product catalogues; advertising and marketing materials; and organizational charts describing the organization of both Remington and Bushmaster during relevant time-periods, including their various departments, the persons employed and their job titles.

23. During the spring and summer of 2020, Remington made seven additional rolling productions on May 27, June 5, June 22, June 29, July 2, July 7, and July 11, 2020. These productions included documents and communications concerning market and consumer research conducted by or on behalf of Remington; presentations on marketing strategies; Remington's work with outside advertising agencies; advertising agency creative briefs; agendas for meetings with outside advertising agencies; additional product catalogues for all Remington brands; advertising budgeting records; marketing communications presentations; complete downloads of social media accounts owned by the Remington brands, including all embedded images and video posted on the social media platforms; presentations on social media strategies; and email communications among the relatively small number of Remington marketing department employees who had responsibility for the marketing and promotion of AR-type rifles. As of July, 2020, Remington's production of documents totaled approximately 118,812 pages, all of which was responsive to Plaintiffs' requests for production of documents.

24. Remington's productions of metadata complied with the ESI Protocol. The ESI Protocol only requires the production of metadata "to the extent available." (*See* Entry No. 230.00, Ex. A at 4.)

25. The metadata that Plaintiffs now insist are essential to the interpretation of Remington's social media production was not accessible to Remington, because the files were hosted on third party servers (e.g. the servers of Facebook, Instagram, Twitter, etc.) to which

Remington's access was limited. Thus, to the extent that the social media files do not have associated metadata, such data was not available to be collected by Remington. Remington made no alterations to the native metadata for the social media files.

26. Remington's social media production accounts for the vast majority of Plaintiffs' complaints about metadata. For example, with regard to Plaintiffs' assertion that 42,746 documents are missing File Path metadata (*see* Entry No. 327 ¶ 45), by Remington's estimate, 37,120 of those documents were included in the social media production for which the original metadata was not available to Remington.

27. Plaintiffs served a Third Request for the Production of Documents on April 22, 2020, consisting of 39 requests. The subject matters of the requests overlapped with many requests in the Plaintiffs' First Set of Requests for Production. Plaintiffs' counsel, again, did not identify the custodians whose ESI they believed Remington should search for documents responsive to these newly served requests, despite knowing the identity of Remington marketing department managers and employees, and Plaintiffs' counsel did not identify the search terms they thought Remington should use to locate responsive ESI. Remington filed its objections and responses to Plaintiffs' Third Set of Requests for Production on June 24, 2020.

28. Plaintiffs' counsel first raised with Remington's counsel the selection of ESI custodians and ESI search terms on June 10, 2020 by way of an email from attorney Sterling. The email was in response to Remington's motion for protective order concerning Plaintiffs' unilateral notice of a Remington corporate representative deposition witness on the discovery process, notices which had been previously served on April 15, 2020.

29. Plaintiffs' counsel did not identify to Remington's counsel custodians' names they believed Remington should search for any of the Requests for Production until July 7, 2020,

when they provided a list of 66 custodians, who they believed Remington should search for ESI responsive to RFP 17, only. RFP 17 had been revised by agreement to request documents concerning Remington's response to the "shooting and/or the shooter" from December 14, 2012 through December 31, 2016. (Entry No. 316). Plaintiffs' list of 66 custodians was based only on Remington organizational charts and employee job titles, without regard to information already produced by Remington identifying Remington marketing department employees with responsibility for marketing and promotion of AR-type rifles. Many of the 66 custodians on Plaintiff's counsel's list were not employed during the agreed-to time period for RFP 17—i.e., the December 14, 2012 incident through December 31, 2016.

30. On July 22, 2020, Remington's counsel identified to Plaintiffs' counsel the 25 custodians they were searching for documents responsive to RFP 17. Remington's counsel's work on RFP 17 stopped on July 27, 2020, when Remington filed for bankruptcy and the bankruptcy stay went into effect. The bankruptcy stay was lifted in May 2021, and a subsequent standstill agreement was reached between Plaintiffs and Remington's insurers whereby there would be no case activity until June 21, 2021 to allow Remington's insurers to consider Plaintiffs' settlement demand. Thereafter, Remington's counsel resumed its review of the 25 custodians' ESI for documents responsive to RFP 17, and expect the production of documents responsive to RFP 17 for these 25 custodians to be completed by August 10, 2021.

31. On July 16, 2021, Remington's counsel, in the interest of compromise, agreed to expand the number of custodians searched for ESI responsive to RFP 17 to approximately 50 potential custodians. The additional custodians, whose data Remington has agreed to search for ESI responsive to RFP 17, are those on Plaintiffs' counsel's list of 66 custodians, for whom Remington possesses data during the December 14, 2012 to December 31, 2016 time period.

**Plaintiffs' Counsel's Tardy Participation in Discovery of ESI and Omission of
Important Metrics with respect to Documents Produced**

32. With respect to marketing discovery and, specifically, Plaintiffs' Third Set of Requests for Production, Plaintiffs' counsel did not provide to Remington's counsel the identities of custodians they believed Remington should search for any of their other 39 document requests, and did not broach the subject of participating in custodian selection on other document requests prior to filing Plaintiffs' Motion to Compel on July 2, 2021. In Appendix A to their Motion to Compel, Plaintiffs' counsel identified—for the first time—55 custodians, who they now request that Remington be ordered to search for ESI related to AR-type rifle marketing documents and related communications. Plaintiffs' counsel have never provided Remington's counsel with search terms they believe are appropriate for any particular document request Plaintiffs have served.

33. With respect to the balance of Plaintiffs' document requests, the agreed-to time-period is January 1, 2006 through December 14, 2012. Many of the Remington and Bushmaster employees involved in marketing AR-type rifles (including the Bushmaster XM-15 E2S rifle at issue) had left the company before the date of the incident, before this lawsuit was filed in December 2014, and before discovery began in April 2016 (when Remington's motion to dismiss was denied) and the parties began discussing what ultimately became the ESI Protocol during the summer of 2016.

34. AR-type rifles comprised just one segment of Remington's overall firearms, ammunition, and shooting accessory/merchandise businesses in 2012, and a limited number of Remington employees were involved in marketing AR-type rifles. Based on Remington's counsel's investigation and selection of custodians, 27 custodians were identified as having non-privileged ESI concerning AR-type rifle marketing. The review of those 27 custodians' data

produced approximately 5,678 non-privileged e-mails and attachments that were responsive to Plaintiffs' requests. Remington's initial review for responsive marketing materials encompassed 31 total custodians (not just 27 as Plaintiffs' motion suggested). Four of these custodians did not have responsive, non-privileged documents. To the extent any of these custodians had responsive but privileged documents, Remington will prepare and tender a privilege log in accordance with the ESI Protocol.

35. Among Plaintiffs' list of 55 names set forth on Appendix A to Plaintiffs' Motion to Compel, there are 27 custodians for whom ESI has been reviewed and produced by Remington's counsel for documents related to AR-type rifle marketing and promotional efforts. Thus, Plaintiffs' list of 55 names includes 28 additional custodians, who, in order to be appropriate custodians, would have to have been (a) employed during the 2006 to 2012 time-period, and (b) involved in marketing of AR-type rifles during that same time period. Remington remains willing to meet and confer with Plaintiffs regarding the addition of these additional custodians. At this juncture, we estimate that responsive documents (if any) from these additional custodians can be produced by September 21, 2021.

36. Plaintiffs' Motion to Compel at page 9 and Appendix A references former employees, who Plaintiffs' counsel assert—without explanation—should have responsive emails concerning AR-type rifle marketing. Remington could not perform custodial collections of e-mail data from these persons, as each left the company before the December 2012 incident: Roy Gifford left in February of 2011; Tom Scott left in August 2010; Dean Vogt left in April 2010; Mark Eliason left in April/May 2011; Tom Tyler left in April 2011; and Al Russo left in September 2009. From the files of other former employees, Remington has produced 174 emails sent to or received by Gifford, 89 sent to or received by Scott, 32 sent to or received by

Vogt, 35 sent to or received by Eliason, 39 sent to or received by Tyler, and 298 sent to or received by Russo.

37. With respect to Paragraph 38-42 of the Boehning Affidavit (Entry No. 327), based on our analysis, it is clear that Plaintiffs have attempted to characterize their cited statistics in a manner that misrepresents the reality of Remington's production including, for instance, limiting numbers to communications directly between Remington and Brothers & Company or emails "about the use of" Salesforce. Remington's search terms (as appropriately tailored) were crafted specifically to identify documents about Activision, Mastiff, Retail Sports Marketing (RSM), and Brothers & Company, and all documents referencing any of these topics captured by our search terms were reviewed and responsive material was produced. Specifically, Remington has produced 224 documents related to Brothers & Company, 263 documents related to RSM, and 59 documents related to Activision or Mastiff. Although there is not a Salesforce-related search term, it is clear from the numbers and some of the documents we reviewed that Salesforce was not used heavily by Remington. Accordingly, the small number of Salesforce-related documents produced (27 documents) is not surprising. Further, Remington's productions indicate that employees did not engage heavily with the video game companies.

38. Plaintiffs also allege multiple "technical deficiencies" in Remington's production in Paragraphs 43-54 of the Boehning Affidavit. (Entry No. 327.) In contravention of the ESI Protocol, Plaintiffs never specified any of these alleged deficiencies with Remington prior to filing their Motion to Compel and accordingly Remington never had the opportunity to discuss and correct these issues, to the extent that they needed correction.

39. Plaintiffs' filing contains numerous misstatements and mischaracterizations of the technical content of Remington's production. For example, Plaintiffs allege that Remington did

not include date last modified metadata for over 40,000 documents. However, date last modified is not a required metadata field under the ESI Protocol and Remington is not obligated to produce it. Similarly, Plaintiffs claim that Remington did not provide date created metadata for approximately 40,000 documents. (Entry No. 327 ¶ 46.) The ESI Protocol only requires production of date created metadata for e-documents. Less than ten percent of Remington's production consists of e-documents, and the majority of those files were produced with associated date created values.

40. Plaintiffs' contention that Remington's production is deficient because "the average corporate user sent and received around 40,000 emails per year" based on a 2009 article on email statistics is pure conjecture. Remington's collection indicates its employees did not come close to approaching that 40,000 number. On average across the relevant date range, Remington custodians sent and received about 5,700 emails each year, less than twenty percent of the "average corporate user" cited by Plaintiffs.

41. There are multiple other misstatements made by Plaintiffs that could be addressed more quickly and efficiently in a meet and confer, including their claims of other alleged technical deficiencies, the numbers of which are incorrect and grossly inflated in Plaintiffs' filing.

42. Following the parties' negotiation over an ESI protocol and entry of the agreed ESI Protocol as a Court Order on August 30, 2016, Plaintiffs' counsel delayed until June of 2020 before making an inquiry into the custodians Remington's counsel had selected, and July of 2020 (for RFP 17) and July of 2021 (for marketing discovery) to request any specific custodians be searched. Plaintiffs' counsel's delay has and will continue to increase the time required to

complete Remington's review and production of ESI and increase the expense associated with Remington's counsel's work.

43. Remington and its insurers have been billed in excess of \$600,000 in fees and expenses for work by Remington's counsel and Remington's ESI consultant related to collection, review, and production of ESI in response to Plaintiffs' document requests. A substantial portion of those fees and expenses billed to Remington prior to Remington's July 27, 2020 bankruptcy were not paid.

I declare under the pains and penalties of perjury that the foregoing is true and correct to the best of my knowledge and belief.


ANDREW A. LOTHSON

Signed and sworn to before me, a Notary Public, of Cook County, Illinois, by Andrew Lothson, this 30 day of July, 2021.


Notary Public



EXHIBIT A

From: James Vogts <jvogts@smbtrials.com>
Sent: Sunday, June 5, 2016 6:27 PM
To: 'Andrew Lothson'
Subject: Fwd: Soto June 2 Meet and Confer Summary

Sent from my iPhone

Begin forwarded message:

From: "Alinor C. Sterling" <ASterling@koskoff.com>
Date: June 5, 2016 at 5:06:57 PM CDT
To: James Vogts <jvogts@smbtrials.com>, Scott Harrington <SHarrington@dmoc.com>
Cc: "Josh D. Koskoff" <JKoskoff@koskoff.com>, Katie Mesner-Hage <KHage@koskoff.com>
Subject: Soto June 2 Meet and Confer Summary

Jim and Scott,

This email summarizes our June 2 meet and confer concerning discovery issues.

Page Limit for Reply Brief: You asked us for a position concerning your intention to file a 27-page reply brief, and we indicated we would get back to you quickly. (I've given you our position at the end of this email.)

(2) Depositions currently noticed for July 6 & 8: Jim is available these dates; he will check with deponents and let us know by June 10.

- (3) PMK planned for July 13: We will send a different designee notice and will continue to try to use the date. Jim will let us know his position upon receipt of the notice.

Production Protocol addressing ESI and other production issues: We emailed our proposal earlier in the day. This was not in time for a substantive discussion today although there is general agreement that a production protocol would be useful and should be implemented. Jim will send his counterproposals to the Production Protocol by June 15.

Both Remington and plaintiffs agreed that it would make sense to include in the Production Protocol a definition of AR-15, which will then govern all discovery requests. Plaintiffs had already circulated a proposed definition earlier in the day. Jim will discuss that definition with his client and let us know by Monday, June 6 by email whether that definition is acceptable.

Protective Order: Jim circulated a proposed protective order. We will review the proposal and respond by Monday, June 6.

When Production Starts: Production is to begin June 13. Jim raised that he does not intend to produce proprietary information in the absence of a protective order. We discussed but did not resolve that the intention to adopt a Production Protocol could also impact when production begins. Plaintiffs were to provide Jim with further thoughts on our position by Monday.

Remington's May 16 Objections to Plaintiffs' RFPs:

#1, 3 – **As between Remington Entities:** Remington will produce documents demonstrating the relationship between corporate entities; plaintiffs will review and revisit the issue if necessary. As between Remington and Camfour: Remington will produce documents concerning rebates, financial incentives, co-marketing and other such documents/agreements. Plaintiffs agreed to limit the time frame of these interrogatories to **from 1/1/06 to 12/14/12**, without prejudice to seeking information from the later time frame by a later, separate interrogatory. Plaintiffs agreed that Remington need not produce purchase orders and receipts, with the exception of those for the firearm in issue. We will agree on a format for documenting the agreed on limitations to RFPs such as these, although we did not decide exactly how to do that.

#2, 4, 6, 20, 21, 22 – Not in issue

#5 – Remington objects on the basis of over breadth, with a concern that this RFP will capture all sales transactions between Remington and Camfour. We will propose a narrower request.

#7, 8, 9, 10, 11, 13, 14, 15, 16 – Agreement on the definition on “AR-15” would resolve Remington’s objections to all of these RFPs. Jim will let us know whether we have agreement on Monday.

#12 Plaintiffs are not claiming this RFP at this time

#17 – We clarified that this Request refers only to documents within Remington’s possession and control and does not require them to do research. Remington still claims the RFP is overbroad and unduly burdensome. It may be that the burden on Remington can be addressed or reduced by an agreement on search terms, which we would reach in the context of a discussion of the Production Protocol. We will therefore defer discussion of this RFP to our discussion regarding the Protocol.

#18 – Remington will withdraw its objection.

#19 – Remington’s objection goes to manufacturing documents specifically. We indicated that while we may not require all documents pertaining to the XM15-E2S’s manufacture, we do require information concerning what component parts went into this firearm, where they were sourced, and where and how they were assembled. Jim will look into what documents are responsive to these particular concerns and respond by June 13.

If you disagree with my summary of our discussion or if anything should be added, please let me know.

Position regarding Reply Extension: A 27 page reply is likely to raise more issues than can be dealt with orally. We would consent to an extension to 27 pages if you consent to us filing a surreply. If you don’t consent to that, we would agree to a shorter extension (5 pages).

Sincerely,
Alinor

EXHIBIT B

Remington Search Terms

1. AR-15 w/25 ("video game" or "video games" or videogame or videogames)
2. AR w/25 ("video game" or "video games" or videogame or videogames)
3. AR15 w/25 ("video game" or "video games" or videogame or videogames)
4. MSR w/25 ("video game" or "video games" or videogame or videogames)
5. ("modern sporting rifle" or "modern sporting rifles") w/25 ("video game" or "video games" or videogame or videogames)
6. XM-15 w/25 ("video game" or "video games" or videogame or videogames)
7. XM15 w/25 ("video game" or "video games" or videogame or videogames)
8. Activision or Mastiff
9. "call of duty"
10. "man card" or "man cards" or man-card or man-cards
11. "forces of opposition, bow down"
12. "You are single-handedly outnumbered"
13. "provide the same matte black, non-reflective finish found on quality military-type arms"
14. "uncompromising choice when you demand a rifle as mission-adaptable as you are"
15. "when you need to perform under pressure, Bushmaster delivers"
16. "Retail Sports Marketing" and ("Ar-15" or ar15 or MSR or "Ar-15s" or ar15s or MSRs or "modern sporting rifle*" or "XM 15" or XM15 or "XM 15s" or XM15s or "black rifle*" or "Blackrifle*" or bushmaster* or Militar*)

17. RSM and ("Ar-15" or ar15 or MSR or "Ar-15s" or ar15s or MSRs or "modern sporting rifle*" or "XM 15" or XM15 or "XM 15s" or XM15s or "black rifle*" or "Blackrifle*" or bushmaster* or Militar*)
18. BroCo and ("Ar-15" or ar15 or MSR or "Ar-15s" or ar15s or MSRs or "modern sporting rifle*" or "XM 15" or XM15 or "XM 15s" or XM15s or "black rifle*" or "Blackrifle*" or bushmaster* or Militar*)
19. Brothers and ("Ar-15" or ar15 or MSR or "Ar-15s" or ar15s or MSRs or "modern sporting rifle*" or "XM 15" or XM15 or "XM 15s" or XM15s or "black rifle*" or "Blackrifle*" or bushmaster* or Militar*)
20. "Brothers & Co*" and ("Ar-15" or ar15 or MSR or "Ar-15s" or ar15s or MSRs or "modern sporting rifle*" or "XM 15" or XM15 or "XM 15s" or XM15s or "black rifle*" or "Blackrifle*" or bushmaster* or Militar*)
21. (Campbell w/3 Ewald) and ("Ar-15" or ar15 or MSR or "Ar-15s" or ar15s or MSRs or "modern sporting rifle*" or "XM 15" or XM15 or "XM 15s" or XM15s or "black rifle*" or "Blackrifle*" or bushmaster* or Militar*)
22. Lanza
23. Sandy Hook
24. Newtown not w/5 "11 mile hill"
25. AR-15 w/25 (market or markets or marketing or brand or brands or branding or promote or promotes or promotion or promotions or promo or promos or advertise or advertises or advertisement or advertisements or ads)

26. AR w/25 (market or markets or marketing or brand or brands or branding or promote or promotes or promotion or promotions or promo or promos or advertise or advertises or advertisement or advertisements or ads)
27. AR15 w/25 (market or markets or marketing or brand or brands or branding or promote or promotes or promotion or promotions or promo or promos or advertise or advertises or advertisement or advertisements or ads)
28. (MSR or ACR) w/25 (market or markets or marketing or brand or brands or branding or promote or promotes or promotion or promotions or promo or promos or advertise or advertises or advertisement or advertisements or ads)
29. ("modern sporting rifle" or "modern sporting rifles") w/25 (market or markets or marketing or brand or brands or branding or promote or promotes or promotion or promotions or promo or promos or advertise or advertises or advertisement or advertisements or ads)
30. XM-15 w/25 (market or markets or marketing or brand or brands or branding or promote or promotes or promotion or promotions or promo or promos or advertise or advertises or advertisement or advertisements or ads)
31. XM15 w/25 (market or markets or marketing or brand or brands or branding or promote or promotes or promotion or promotions or promo or promos or advertise or advertises or advertisement or advertisements or ads)
32. AR-15 w/25 ("customer base" or "customer bases" or "consumer" or "consumers" or demographic or demographics)
33. AR w/25 ("customer base" or "customer bases" or "consumer" or "consumers" or demographic or demographics)

34. AR15 w/25 ("customer base" or "customer bases" or "consumer" or "consumers" or demographic or demographics)
35. (MSR or ACR) w/25 ("customer base" or "customer bases" or "consumer" or "consumers" or demographic or demographics)
36. ("modern sporting rifle" or "modern sporting rifles") w/25 ("customer base" or "customer bases" or "consumer" or "consumers" or demographic or demographics)
37. XM-15 w/25 ("customer base" or "customer bases" or "consumer base" or "consumer bases" or "consumer" or "consumers" or demographic or demographics)
38. XM15 w/25 ("customer base" or "customer bases" or "consumer base" or "consumer bases" or "consumer" or "consumers" or demographic or demographics)
39. ("macro trends" or "consumer trends" or "consumer segments" or "consumer segmentation")
40. "millennial generation exploration"
41. "macro-cultural report"
42. "hunting/shooting focus"
43. "database user profiles"
44. "database screener survey"
45. AR-15 w/25 (hunting or hunt or hunts or sporting)
46. AR w/25 (hunting or hunt or hunts or sporting)
47. AR15 w/25 (hunting or hunt or hunts or sporting)
48. (MSR or ACR) w/25 (hunting or hunt or hunts or sporting)
49. ("modern sporting rifle" or "modern sporting rifles") w/25 (hunting or hunt or hunts or sporting)

50. XM-15 w/25 (hunting or hunt or hunts or sporting)
51. XM15 w/25 (hunting or hunt or hunts or sporting)
52. AR-15 w/25 ("target shooting" or "target shootings" or "three gun" or "three guns" or "two gun" or "two guns" or "3-gun" or "3-guns" or "2-gun" or "2-guns" or 2gun or 2guns or 3gun or 3guns or "3 gun" or "3 guns" or "2 gun" or "2 guns")
53. AR w/25 ("target shooting" or "target shootings" or "three gun" or "three guns" or "two gun" or "two guns" or "3-gun" or "3-guns" or "2-gun" or "2-guns" or 2gun or 2guns or 3gun or 3guns or "3 gun" or "3 guns" or "2 gun" or "2 guns")
54. AR15 w/25 ("target shooting" or "target shootings" or "three gun" or "three guns" or "two gun" or "two guns" or "3-gun" or "3-guns" or "2-gun" or "2-guns" or 2gun or 2guns or 3gun or 3guns or "3 gun" or "3 guns" or "2 gun" or "2 guns")
55. (MSR or ACR) w/25 ("target shooting" or "target shootings" or "three gun" or "three guns" or "two gun" or "two guns" or "3-gun" or "3-guns" or "2-gun" or "2-guns" or 2gun or 2guns or 3gun or 3guns or "3 gun" or "3 guns" or "2 gun" or "2 guns")
56. ("modern sporting rifle" or "modern sporting rifles") w/25 ("target shooting" or "target shootings" or "three gun" or "three guns" or "two gun" or "two guns" or "3-gun" or "3-guns" or "2-gun" or "2-guns" or 2gun or 2guns or 3gun or 3guns or "3 gun" or "3 guns" or "2 gun" or "2 guns")
57. XM-15 w/25 ("target shooting" or "target shootings" or "three gun" or "three guns" or "two gun" or "two guns" or "3-gun" or "3-guns" or "2-gun" or "2-guns" or 2gun or 2guns or 3gun or 3guns or "3 gun" or "3 guns" or "2 gun" or "2 guns")

58. XM15 w/25 ("target shooting" or "target shootings" or "three gun" or "three guns" or "two gun" or "two guns" or "3-gun" or "3-guns" or "2-gun" or "2-guns" or 2gun or 2guns or 3gun or 3guns or "3 gun" or "3 guns" or "2 gun" or "2 guns")
59. AR-15 w/25 ("mass shooting" or "mass shootings" or "mass casualties")
60. AR w/25 ("mass shooting" or "mass shootings" or "mass casualties")
61. AR15 w/25 ("mass shooting" or "mass shootings" or "mass casualties")
62. (MSR or ACR) w/25 ("mass shooting" or "mass shootings" or "mass casualties")
63. ("modern sporting rifle" or "modern sporting rifles") w/25 ("mass shooting" or "mass shootings" or "mass casualties")
64. XM-15 w/25 ("mass shooting" or "mass shootings" or "mass casualties")
65. XM15 w/25 ("mass shooting" or "mass shootings" or "mass casualties")
66. AR-15 w/25 (civilian or civilians)
67. AR w/25 (civilian or civilians)
68. AR15 w/25 (civilian or civilians)
69. (MSR or ACR) w/25 (civilian or civilians)
70. ("modern sporting rifle" or "modern sporting rifles") w/25 (civilian or civilians)
71. XM-15 w/25 (civilian or civilians)
72. XM15 w/25 (civilian or civilians)
73. AR-15 w/25 ("home-defense" or "home-defenses" or "home defense" or "home defenses")
74. AR w/25 ("home-defense" or "home-defenses" or "home defense" or "home defenses")
75. AR15 w/25 ("home-defense" or "home-defenses" or "home defense" or "home defenses")

76. ("modern sporting rifle" or "modern sporting rifles") w/25 ("home-defense" or "home-defenses" or "home defense" or "home defenses")
77. (MSR or ACR) w/25 ("home-defense" or "home-defenses" or "home defense" or "home defenses")
78. XM-15 w/25 ("home-defense" or "home-defenses" or "home defense" or "home defenses")
79. XM15 w/25 ("home-defense" or "home-defenses" or "home defense" or "home defenses")
80. "AR.15.com"
81. "AR15.com"
82. "finest AR15-Type/M16-Type barrels made"
83. AR-15 w/25 (youtube or twitter or facebook or Instagram or "social media")
84. AR w/25 (youtube or twitter or facebook or Instagram or "social media")
85. AR15 w/25 (youtube or twitter or facebook or Instagram or "social media")
86. (MSR or ACR) w/25 (youtube or twitter or facebook or Instagram or "social media")
87. ("modern sporting rifle" or "modern sporting rifles") w/25 (youtube or twitter or facebook or Instagram or "social media")
88. XM-15 w/25 (youtube or twitter or facebook or Instagram or "social media")
89. XM15 w/25 (youtube or twitter or facebook or Instagram or "social media")
90. "canvas fingerprinting"
91. "cookie syncing"

92. AR-15 w/25 ("Brown & Company" or Gyro or Nexoner or "Hill & Knowlton" or "Southwick Associates" or "Combat Arms" or "Sports Marketing Research Group" or "SportsOneSource")
93. AR w/25 ("Brown & Company" or Gyro or Nexoner or "Hill & Knowlton" or "Southwick Associates" or "Combat Arms" or "Sports Marketing Research Group" or "SportsOneSource")
94. AR15 w/25 ("Brown & Company" or Gyro or Nexoner or "Hill & Knowlton" or "Southwick Associates" or "Combat Arms" or "Sports Marketing Research Group" or "SportsOneSource")
95. (MSR or ACR) w/25 ("Brown & Company" or Gyro or Nexoner or "Hill & Knowlton" or "Southwick Associates" or "Combat Arms" or "Sports Marketing Research Group" or "SportsOneSource")
96. ("modern sporting rifle" or "modern sporting rifles") w/25 ("Brown & Company" or Gyro or Nexoner or "Hill & Knowlton" or "Southwick Associates" or "Combat Arms" or "Sports Marketing Research Group" or "SportsOneSource")
97. XM-15 w/25 ("Brown & Company" or Gyro or Nexoner or "Hill & Knowlton" or "Southwick Associates" or "Combat Arms" or "Sports Marketing Research Group" or "SportsOneSource")
98. XM15 w/25 ("Brown & Company" or Gyro or Nexoner or "Hill & Knowlton" or "Southwick Associates" or "Combat Arms" or "Sports Marketing Research Group" or "SportsOneSource")